

**IN THE JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR SUSSEX COUNTY
COURT NO. 17**

**COURT ADDRESS:
23730 SHORTLY ROAD
GEORGETOWN DE 19947**

CIVIL ACTION NO: JP17-10-004068

SUPARNA MEHRA VS LAWRENCE KELLY

**SYSTEM ID: @1190628
SUPARNA MEHRA
117 CLIFTON STREET
MILTON DE 19968**

NOTICE OF JUDGMENT/ORDER

The Court has entered a judgment or order in the following form:

**Submitted: November 1, 2010
Decided: November 1, 2010**

Appearances:

Suparna Mehra, *pro se*
Lawrence Kelly, *pro se*

Before: Blakely, DCM; Comly and Wood, JP

Comly for the Court

ORDER

This is the Court decision on a summary possession appeal that was filed pursuant to 25 Del. C. § 5717.

Suparna Mehra is the landlord and Lawrence Kelly is the tenant for a rental unit known as 33-A Bramhall Street, Georgetown, Delaware. The parties entered into a lease agreement on April 5, 2010. The monthly rent is \$450.00 and the landlord holds a \$450.00 security deposit. The landlord is suing for unpaid rent, late fees and possession of the rental unit. The tenant agrees that he may owe some back rent but argues that he did work for the landlord for which he was not given credit.

The landlord submitted records that indicate that the tenant paid \$550.00 in cash during the month of April. The tenant testified that \$450.00 of that amount was for the security deposit. The parties had a verbal agreement that the tenant would pay \$200.00 per week until the first months rent and security deposit were paid and then the tenant was to pay monthly. In addition to the \$550.00 paid by the

tenant the landlord received a check for \$800.00 from Catholic Charities, Inc that was applied toward the rent. The tenant was also given a credit of \$430.00 for work that he did for the landlord.

The tenant testified that he did work for the landlord for which he was not given credit. He testified that he worked five hours per day for sixty days between the middle of April and the middle of June; a total of three hundred hours. The tenant did not submit any record of the days or hours worked. The landlord testified that she gave the tenant a credit of \$8.00 per hour for each hour that he worked. The Court did not find the testimony of the tenant to be credible and was therefore unable to give him credit for more than the \$430.00 that the landlord had already given him.

In addition to the rent the landlord is also seeking late fees for the months of September and October. The landlord failed to submit a copy of a lease agreement that required the tenant to pay a late fee. Therefore the request for late fees is denied.

Based on the above, the Court finds, by a preponderance of the evidence, that through November 4, 2010, the tenant owes \$1,820.00 in unpaid rent. This does not include the \$450.00 security deposit held by the landlord. A security deposit is to be used first to cover damages to the rental unit caused by the tenant and second to cover unpaid rent, see 25 Del. C. § 5514(c). The landlord has 20 days after the termination or expiration of the rental agreement to inform the tenant how the security deposit was applied, see 25 Del. C. § 5514(f).

The landlord sent the tenant a five-day demand letter, as required by 25 Del. C. 5502(a), on August 17, 2010. This action was filed on August 27, 2010

Accordingly, a judgment in the sum of \$1820.00 plus \$40.00 court costs and possession of the rental unit, pursuant to 25 Del. C. § 5702(2), is granted to the plaintiff-landlord and against Lawrence Kelly. Rent continues to accrue at the rate of \$15.00 per day until the landlord obtains actual possession. Post judgment interest to accrue at the current legal rate of 5.75% per year.

IT IS SO ORDERED this 01st day of November, 2010


Justice of the Peace/Court Officer



NOTICE OF APPEAL RIGHTS

Any party has 15 days starting the day after the judgment is signed by the judge to appeal the judgment of the Justice of the Peace Court to the Court of Common Pleas of the above county. If the judgment involves an action for summary possession in a landlord/tenant case, then either party has 5 business days, starting the day after the judgment is signed by the judge, to appeal the judgment to a three judge panel at the Justice of the Peace Court where the judgment was ordered. You must complete all of the appeal requirements within those periods. To prevent dismissal, the appeal must name all of the parties as they were originally named in the Justice of the Peace Court action. (This applies even if the action was dismissed in the Justice of the Peace Court against one or more of the parties.) Additional information on appeal procedures is found in the attached sheet entitled "Justice of the Peace Courts Civil Post-Judgment Procedures". (J.P. Civ. Form No. 14A) If no appeal is filed, parties may remove all exhibits from the Court no sooner than 16 days and no later than 30 days, from the date of this judgment. If not removed, the Court may dispose of the exhibits without further notice to the parties.

Final Date of Appeal of a Civil Case to the Court of Common Pleas is 15 days from the judgment.

Final Date for Appeal of a Landlord/Tenant case to a 3 Judge Panel is 5 days from the judgment.